SIXTEENTH EXTENSION OF TOLLING AGREEMENT BY AND AMONG GTE LLC (AS SUCCESSOR TO GTE CORPORATION), GTE PRODUCTS OF CONNECTICUT CORPORATION, GTE OPERATIONS SUPPORT INCORPORATED, OSRAM SYLVANIA INC., VERIZON COMMUNICATIONS INC., AND THE UNITED STATES OF AMERICA RELATING TO THE SYLCOR NUCLEAR FUEL PRODUCTION FACILITY IN HICKSVILLE, NEW YORK

- 1. GTE LLC (as successor to GTE Corporation), GTE Products of Connecticut Corporation, GTE Operations Support Incorporated, Osram Sylvania Inc., and Verizon Communications Inc. (hereinafter collectively "GTE") and the United States of America ("United States") (collectively, "the Parties") contend that each of them has a claim against the other pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601, et seq. ("CERCLA"), and potential claims under state law, for cost recovery, performance of response actions, contribution and/or damages for injury to, destruction of, or loss of natural resources (hereinafter "the Tolled Claims") arising out of past, present, and future response actions taken to address the release or threat of release of hazardous substances at or from the New Cassel Hicksville Groundwater Contamination Superfund Site and the former Sylcor nuclear fuel production facility located at 70, 100, and 140 Cantiague Rock Road in Hicksville, Town of Oyster Bay, Nassau County, New York.
- 2. The Parties, in light of their mutual interest in exploring settlement discussions before the Tolled Claims are filed in court, entered a Tolling Agreement commencing March 1, 2007 ("Tolling Agreement").
- 3. The Parties, by written extension of the Tolling Agreement signed by the Parties, including in June 2013 (the "June 2013 Extension of Tolling Agreement"), January 2014, July 2014, December 2014, June 2015, December 2015, June 2016, August 2016, December 2016, June 2017, and December 2017 agreed to, among other things, extend the "Tolling Period" from its original commencing date of March 1, 2007 until June 30, 2018.
- 4. To allow settlement discussions and related activities to continue, the Parties hereby agree to further extend the "Tolling Period" from its original commencing date of March 1, 2007 without interruption until December 31, 2018 inclusive.
- 5. All other provisions of the Tolling Agreement, including the revisions made applicable thereto by the June 2013 Extension of Tolling Agreement, remain unchanged and shall continue in full force and effect.
- 6. This Sixteenth Extension of Tolling Agreement is effective immediately upon execution by all of the Parties, without the requirement of filing with any court, and may be signed in counterparts.

The United States consents to and agrees to be bound by the terms and conditions of this Sixteenth Extension of Tolling Agreement by its duly authorized representative(s) on this 1 day of 2018.

RICHARD P. DONOGHUE United States Attorney Eastern District of New York

By: Rachel Balaban, Esq. Assistant United States Attorney Eastern District of New York 271 Cadman Plaza East, 7th Floor Brooklyn, New York 11201 (718) 254-6028

GTE LLC consents to and agrees to be bound by the terms and conditions of this Sixteenth Extension of Tolling Agreement by its duly authorized representative(s) on this June , 2018. 22nd day of _

MAME: Title:

(Dana C. Kahney **Assistant Secretary**

Address: One Verizon Way, Basking Ridge, NJ 07920

Phone:

908-559-5561

Fax:

908-696-2068

GTE Products of Connecticut Corporation consents to and agrees to be bound by the terms and conditions of this Sixteenth Extension of Tolling Agreement by its duly authorized representative(s) on this 22nd day of ___

MAME: Title:

Dana C. Kahney Secretary

Address: One Verizon Way, Basking Ridge, NJ 07920

Phone:

908-559-5561

Fax:

908-696-2068

GTE Operations Support Incorporated consents to and agrees to be bound by the terms and conditions of this Sixteenth Extension of Tolling Agreement by its duly authorized representative(s) on this $\underline{22nd}$ day of $\underline{\underline{June}}$, 2018.

NAME: Dana C. Kahney

Title: Secretary Address: One Verizon Way, Basking Ridge, NJ 07920

Phone: 908-559-5561 Fax: 908-696-2068

OSRAM SYLVANIA Inc. consents to and agrees to be bound by the terms and conditions of this Sixteenth Extension of Tolling Agreement by its duly authorized representative(s) on this _26_ day of June, 2018.

-- DocuSigned by:

Panela E. Tracey

- 'B1D5FD183D5422...

NAME: Pamela E. Tracey

Title: Vice President & General Counsel

Address: 200 Ballardvale Street, Wilmington, MA 01887

Phone: 978-570-3311

Email: Pamela.Tracey@osram.com

Verizon Communications Inc. consents to and agrees to be bound by the terms and conditions of this Sixteenth Extension of Tolling Agreement by its duly authorized representative(s) on this <u>22nd</u> day of <u>June</u>, 2018.

NAME: Dana C. Kahney

Title: Assistant Corporate Secretary

Address: One Verizon Way, Basking Ridge, NJ 07920

Phone: 908-559-5561 Fax: 908-696-2068